



County of Los Angeles CHIEF EXECUTIVE OFFICE

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(213) 974-1101
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WILLIAM T FUJIOKA
Chief Executive Officer

April 15, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: COOPERATIVE AGREEMENT TO JOINTLY
FUND THE WEST COAST BASIN BARRIER PROJECT GROUNDWATER MODEL
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to authorize entering into a cooperative agreement with the West Basin Municipal Water District and the Water Replenishment District of Southern California to jointly fund the development of a groundwater model of the West Coast Basin Barrier Project.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Acting Director of Public Works or his designee, on behalf of the Los Angeles County Flood Control District, to enter into a cooperative agreement with the West Basin Municipal Water District and the Water Replenishment District of Southern California to develop a groundwater model of the West Coast Basin Barrier Project. The total cost of the project is estimated to be \$109,815 and will be financed by the West Basin Municipal Water District. Under this agreement, the Los Angeles County Flood Control District and the Water Replenishment District of Southern California will each reimburse the West Basin Municipal Water District for one-third of the cost to

Board of Supervisors
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First District

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Second District

ZEV YAROSLAVSKY
Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

develop the model up to \$36,700 each. Funds for the Flood Control District's share of the project are available in the Fiscal Year 2007-08 Flood Control District Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to develop a groundwater model of the West Coast Basin Barrier Project (WCBBP). The groundwater model will be used by the Department of Public Works to operate the WCBBP more efficiently and to identify locations where new injection wells are needed to prevent seawater intrusion.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) by improving operations of infrastructure to better serve the public and Fiscal Responsibility (Goal 4) by utilizing, in part, external funding sources to develop the groundwater model.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of developing the groundwater model is estimated to be \$109,815 and will be financed by the West Basin Municipal Water District (WBMWD). Under this agreement, Los Angeles County Flood Control District (LACFCD) and the Water Replenishment District of Southern California (WRD) will each reimburse the WBMWD for one-third of the cost to develop the model up to \$36,700 each. Funds for LACFCD's share of the project are available in the Fiscal Year 2007-08 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The WBMWD is the lead agency for the model and will be collecting the funds from each participating agency necessary to develop the model. An agreement substantially similar to the agreement attached as Exhibit A, previously approved as to form by County Counsel, will be used to collect funds from the LACFCD and the WRD.

The LACFCD owns and operates the WCBBP. Freshwater is injected into the underlying aquifers to develop a pressure ridge that prevents seawater from intruding into and degrading the underground water supply. The groundwater model will be used

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by Public Works to operate the WCBBP more efficiently and to identify locations where new injection wells are needed to prevent seawater intrusion.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA guidelines. This exemption provides for feasibility or planning studies for possible future actions, which have not been approved, adopted, or funded.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of developing this model.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
RHK:yg

Attachment

c: County Counsel

**Agreement No. W1890
between
Los Angeles County Flood Control District,
Water Replenishment District of Southern California
and
West Basin Municipal Water District
to
Jointly Fund Groundwater Modeling of
The West Coast Basin Barrier Project**

SECTION 1 – RECITALS

This agreement is entered into _____, _____, between the Los Angeles County Flood Control District ("LACFCD"), Water Replenishment District of Southern California ("WRD"), and West Basin Municipal Water District ("WEST BASIN").

WHEREAS, Los Angeles County is home to approximately 10 million residents who depend on reliable source of water; and

WHEREAS, two thirds of the water supply is imported from sources outside of the region; and

WHEREAS, in addition to imported water, the water supply also depends on groundwater that is recharged from a variety of sources, including injection at the West Coast Basin Barrier Project ("BARRIER"); and

WHEREAS, LACFCD is a special district organized and operating under the Los Angeles County Flood Control Act, Water Code Unified Acts, Act 4463 ("Flood Control Act"); and

WHEREAS, pursuant to the Flood Control Act, the LACFCD is authorized to manage flood control and water conservation facilities within its boundaries, and said efforts include injection of water at the BARRIER to recharge the groundwater basins within the County, including the subterranean regional aquifer known as the West Coast Groundwater Basin ("West Coast Basin"); and

WHEREAS, LACFCD owns and operates the BARRIER which consists of injection wells, water supply lines, pressure reducing stations, and related appurtenances, for the purpose of injecting water, including to aid in the replenishment of the water supply of the West Coast Basin, and to form a hydraulic barrier to prevent seawater from intruding into the West Coast Basin; and

WHEREAS, WRD is a special district created pursuant to California Water Code, Section 60000, *et seq.*, adopted by the California legislature in 1955; and WHEREAS, WRD has operated since 1959 to protect and preserve the quantity and quality of the groundwater supplies in the Central and West Coast groundwater basins, which basins serve as the source of nearly 40 percent of the water used by the four million people overlying the WRD's 420-square mile service area; and

WHEREAS, WRD's mission includes managing and safeguarding the groundwater resources of the West Coast Basin by ensuring its water quality and by maximizing the amount of groundwater in the basins; and

WHEREAS, WEST BASIN was established for the purpose of, among other things, water conservation, and ensuring a reliable supply of potable water for the region; and

WHEREAS, WEST BASIN supplies, WRD purchases, and LACFCD conveys and injects the water into the BARRIER; and

WHEREAS, WEST BASIN and WRD benefit from the efforts of LACFCD to inject water at the BARRIER to replenish the water supply of the West Coast Basin, and prevent seawater from intruding into the West Coast Basin; and

WHEREAS, LACFCD, WRD, and WEST BASIN desire to jointly fund the development of a groundwater model ("MODEL") of the BARRIER in a format available in the public domain, and to share the model for operational and compliance reporting purposes.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD, WRD, and WEST BASIN, and of the premises herein contained, it is hereby agreed by the parties as follows:

SECTION 2 – SCOPE OF WORK

The Scope of Work for the development and/or revision of a MODEL, developed jointly by LACFCD, WRD, and WEST BASIN, is included as Exhibit A.

SECTION 3 – REQUEST FOR PROPOSALS/CONSULTANT SELECTION

WEST BASIN shall issue the Request for Proposals after consultation with WRD and the LACFCD. LACFCD, WRD, and WEST BASIN shall jointly select the consultant to develop the MODEL of the BARRIER.

SECTION 4 – AGREEMENT ADMINISTRATION

WEST BASIN shall contract with and administer the agreement with the consultant and conduct regularly scheduled project meetings to inform the parties about the status of the MODEL.

SECTION 5 – PAYMENTS

LACFCD and WRD shall each reimburse WEST BASIN for one-third of the costs for a consultant to prepare the MODEL up to \$36,700 each. WEST BASIN shall invoice WRD and LACFCD monthly based on invoices it receives from the selected consultant. WEST BASIN shall be responsible for all costs in excess of said contributions by WRD and LACFCD to complete the MODEL. WRD and LACFCD will not reimburse WEST BASIN for any additional costs to perform or complete the MODEL except pursuant to a prior written amendment to this Agreement.

SECTION 6 – REPORT OF FINDINGS

WEST BASIN shall include both WRD and LACFCD in the review and development of the MODEL. WEST BASIN shall also provide both WRD and LACFCD with copies of the final executable form of the MODEL, along with any manuals, documents, and any other reports generated from the development of the MODEL.

SECTION 7 – NOTICES

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: LACFCD

Los Angeles County Department of Public Works
Attention: Assistant Deputy Director – Water Resources Division
900 South Fremont Ave, 2nd Floor
Alhambra, California 91803-1331

To: WRD

Water Replenishment District of Southern California
Attention: General Manager
4040 Paramount Blvd
Lakewood, California 90712

To: WEST BASIN
West Basin Municipal Water District
Attention: General Manager
17140 South Avalon Blvd
Carson, California 90746

SECTION 8 - INDEMNIFICATION

(a) LACFCD shall hold harmless, defend at its own expense, and indemnify WEST BASIN and WRD, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from the negligence or willful misconduct of LACFCD or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from WEST BASIN's or WRD's negligence or willful acts.

(b) WEST BASIN shall hold harmless, defend at its own expense, and indemnify LACFCD and WRD, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from the negligence or willful misconduct of WEST BASIN or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from LACFCD's or WRD's negligence or willful acts.

(c) WRD shall hold harmless, defend at its own expense, and indemnify LACFCD and WEST BASIN, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from the negligence or willful misconduct of WRD or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from LACFCD's or WEST BASIN's negligence or willful acts.

SECTION 9 – TERM

The Term of this agreement shall commence upon the date first above written and shall conclude upon delivery of the completed MODEL by WEST BASIN to WRD and LACFCD.

SECTION 10 - ASSIGNMENT

No party to this agreement shall assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the other parties to the agreement.

SECTION 11 - APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 12 - INTEGRATION

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

APPROVED:

Los Angeles County Flood Control District

By: _____
Director, Los Angeles County Department of Public Works

APPROVED AS TO FORM

By: _____
Raymond G. Fortner, Jr, County Counsel

Water Replenishment District of Southern California

By: _____
Robb Whitaker, General Manager

APPROVED AS TO FORM

By: _____

West Basin Municipal Water District

By: _____
Richard Nagel, General Manager

APPROVED AS FORM

By: _____
Lemieux & O'Neill, District Counsel